

REMARKS

In the Office Action dated April 8, 2003, the Examiner has rejected pending claims 1-22. In light of the amendments to the specification and claims included herein, Applicant respectfully traverses the Examiner's rejection and requests reconsideration of all rejected claims. Applicant has amended claims 1-7, 10-17, and 20-22 and added new claims 23-26.

Drawings

In response to the Examiner's rejection of the drawings for failing to comply with 37 C.F.R. § 1.84(p)(4), Applicant has amended the specification in the second sentence of paragraph 26 to replace the occurrence of "client management tool 104" with "campaign management tool 104." Reference character 104 was intended to refer only to "campaign management tool".

In response to the Examiner's rejection of the drawings for failing to comply with 37 C.F.R. § 1.83(a), Applicant believes that the drawings sufficiently depict the features cited by the Examiner and respectfully traverses the Examiner's rejection. Claims 5, 6, 15, and 16 contain the feature of "ad run confirmation," described in the specification at Paragraphs 29 and 30. Paragraph 30 explicitly states that ad run confirmation may be accomplished using a TASKLET. [Paragraph 30, first sentence] The first sentence of paragraph 30 has been amended to include this TASKLET is a TASKLET such as 112 or 113 of Fig. 1. As described in the specification, "TASKLETS are small, temporary sections of a website, specifically and dynamically created to support each stage and step of a method for buying media resources." [Paragraph 24, third sentence from end] In Fig. 1, a TASKLET supporting the feature of ad run confirmation may be found at reference number 113 or 112. Similarly, the "job order" feature of claims 7 and 17 is also supported by TASKLETS at reference number 107 in Fig. 1 as described in paragraph 25 of the specification. Lastly, claims 1, 2, 4, 11, 12, 14, 20, and 22 contain the feature of "media buy confirmation," which may take the form of TASKLETS denoted by reference numbers 112 or 113 in Fig. 1 as described in paragraphs 27-30 of the specification. A specific reference to TASKLET 109 has been added to paragraph 26. Also, reference characters have been added to Figures 2 and 3. The corresponding portions of the specification have been updated to make this

relationship clearer. No new matter has been added. Proposed corrected drawings have been included in this response.

Specification

In response to the Examiner's objections to informalities in the specification, Applicant has amended the specification.

The Examiner notes that the claims refer to a third mobile agent (claims 3, 13, and 21), fourth mobile agent (claims 4, 14, and 22), fifth mobile agent (claims 4, 14, and 22), sixth mobile agent (claims 5, 6, and 15), and a seventh mobile agent (claims 6 and 16). Applicant respectfully traverses the Examiner's assertion that there is no mention of a third through seventh mobile agent in the specification. Under 37 C.F.R. § 1.77, the claims are considered part of the specification. Because the mentioned claims are part of the specification, and do not conflict with information provided elsewhere in the specification, no modification to the specification is required. However, Applicant has added this language to the specification for improved clarity. No new matter has been added.

Paragraph 38 has been deleted, and Applicant has amended the specification to include capitalized trademark names for CONSILIENT, ADOBE, ACROBAT, and ZAPLET in Paragraph 37.

Claim Objections

Claim 1 and 3 were objected to as referring to a "advertising campaign" while claims 4 and 14 refer to a "media campaign." Claims 13 and 21 also refer to an "advertising campaign." These two terms are not used interchangeably in the specification. There is a distinction between an advertising campaign and a media campaign as used in the application. In Paragraph 4 of the specification, for example, the distinction between the terms is described. "Typically a job order is created in response to a client's inquiry concerning the media buying agency's ability and ideas in implementing a new ad campaign." [Paragraph 4, second sentence] "In response to the client's inquiry, the media buying agency generates a job order which outlines, at a top level, a proposed media campaign." [Paragraph 4, forth sentence] The term "ad campaign" is used

throughout the specification, as is the term “advertising campaign.” One skilled in the art would recognize that the terms “ad campaign” and “advertising campaign” are synonymous, and Applicant believes that no changes are needed to these claims or the specification. Claims 13 and 21 have been changed to replace “said advertising campaign” with “an advertising campaign” to correct problems with antecedent basis. Claim 13 has also been corrected to refer to claim 11 instead of claim 8.

Claims 2 and 12 were objected to as referring to a “buy confirmation.” These claims have been amended to replace all occurrences of “buy confirmation” with “media buy confirmation” in accord with the specification.

Claims 3, 13, and 21 were objected to as referring to a “buy authorization.” These claims have been amended to replace all occurrences of “buy authorization” with “buy authorization form” in accord with the specification.

Claims 4, 14, and 22 were objected to as referring to “client.” As used in these claims, “client” is intended to refer to “client” as a buyer, customer, etc. as noted by the Examiner. Applicant respectfully traverses the Examiner’s objection to the claims, and believes no changes to the claims are necessary, as one of ordinary skill in the art would understand from the context of the claims that “client” is used to refer to a buyer, customer, etc., and not to a client machine in a client/server environment.

Claims 5, 6, 15, and 16 were objected to as referring to “add run confirmation.” These claims have been amended to replace all occurrences of “add run confirmation” with “ad run confirmation”.

Claims 5 and 15 were objected to as referring to “ad run confirmation” while claims 6 and 16 refer to “third party ad run confirmation.” These terms are not used interchangeably, and Applicant respectfully traverses the Examiner’s objection to and interpretation of these claims. In Paragraph 30 of the specification, Applicant discloses that ad run confirmation may be accomplished using a TASKLET or mobile agent made available or sent to personal peer 112 and personal peer 113 to confirm ad placement and running. Also in Paragraph 30, Applicant discloses that a TASKLET or mobile agent may be created to visit and interact with a third party

media verification system for ad run confirmation. One skilled in the art would recognize the distinction between these types of ad run confirmations and Applicant therefore believes that no change to claims 5 and 15 is required.

Claim Rejections

Claims 5, 6, 9, 10, 15 and 16 were rejected under 35 U.S.C. § 112, first paragraph, as containing subject matter which was not described in the specification.

Applicant has amended claims 5 and 15 to replace all occurrences of “postlog entry” with “post-log entry,” which is described in Paragraph 15 of the specification.

All occurrences of “add run confirmation” have been replaced with “ad run confirmation” described in Paragraphs 29 and 30 of the specification. Claims 6 and 16 have also been amended to replace all occurrences of “add run confirmation” with “ad run confirmation.” Ad run confirmation is described concisely in the last sentence of Paragraph 29 such that one skilled in the art would be enabled to make and use the described invention. Also, specifically noted in Paragraph 30 of the specification is an embodiment of the invention that may use a TASKLET or mobile agent to accomplish ad run confirmation.

Claim 9 refers to recording a “state” of each mobile agent. One skilled in the art would recognize that in Paragraph 25, an example of recording the state of a mobile agent in the form of a TASKLET is described. Beginning at the forth sentence from the end of Paragraph 25, “[o]nce the job order is agreed to, client 101 approves TASKLET 107 and sends the approved TASKLET or third mobile agent as a buy authorization form to DPX server 106. This accepts the proposed job order. In response, DPX server 106 updates database 105.” The state of TASKLET 107 as approved results in a modification of database 105, thereby recording a state of TASKLET 107. One skilled in the art would recognize that “state” would apply to the approval status of TASKLET 107 in this example.

Claim 10 refers to reformatting data, an example of which is described in Paragraph 24. “The mobile agent may visit multiple users to provide a preferred mix of information, dynamically readjusting as various requirements are satisfied or optimizing results by reacting to

changing conditions.” [Paragraph 24, seventh sentence from end] Claim 10 also includes the term “interface”. As used in Claim 10, the term “interface” would enable any person skilled in the art to make and use the best mode contemplated by the inventor in carrying out an embodiment of the invention. One skilled in the art would also recognize that reformatting data is sufficiently described in the cited sentence of Paragraph 24.

Furthermore, there is a strong presumption that an adequate written description of the claimed invention is present when the application is filed. *In re Wertheim*, 541 F.2d 257, 263, 191 USPQ 90, 97 (CCPA 1976). Applicant respectfully traverses the Examiner’s rejection of claims 5, 6, 9, 10, 15 and 16 under 35 U.S.C. § 112, first paragraph, and asserts that the claims describe the claimed invention in sufficient detail that one skilled in the art can reasonably conclude that the Applicant had possession of the claimed invention. Accordingly, claims 5, 6, 9, 10, 15 and 16 are in condition for allowance.

Claims 3, 4, 7, 8, 13, 14, 17, 18, 21, and 22 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite.

Claims 3, 13, and 21 refer to a “first level of detail characterizing said advertising campaign.” Definiteness of claim language must be analyzed, not in a vacuum, but in light of: (a) the content of the particular application disclosure; (b) the teachings of the prior art; and (c) the claim interpretation that would be given by one possessing the ordinary level of skill in the pertinent art at the time the invention was made. MPEP § 2173.02. Here, the content of the specification provides the required clarity to distinctly claim the subject matter which Applicant regards as his invention. Paragraphs 25 and 26 describe an iterative process. “Media director 102 uses campaign management tool (CMT) software resident on the agency system 104 to create a job order.” [Paragraph 25, third sentence] A job order is also known as a high level description of a desired media campaign. [Paragraph 4, first sentence] “Client 101 may suggest changes to the job order created by media director 102 and may interact with media director 102 to update the job order via TASKLET 107. Once the job order is agreed to, client 101 approves TASKLET 107 and sends the approved TASKLET or third mobile agent as a buy authorization form to DPX server 106.” [Paragraph 25, sentences six and seven]. Here, the content of the

specification clearly contains language sufficient to describe what constitutes a buy authorization with “a first level of detail characterizing said authorization campaign.”

Claims 4, 14, and 22 have been amended to remove antecedent basis for the “client” limitation.

Claims 7 and 17 have been amended to remove antecedent basis for the “job order” limitation, and have also been amended to refer back to the correct claims.

Claim 8 and 18 refer to an “automatic” retrieval of data. One of ordinary skill in the art would understand that “automatic” may be used in the ordinary sense of the word, one definition of which would be “having a self-acting or self-regulating mechanism that performs a required act at a predetermined point in an operation.” *Webster’s Third New International Dictionary*, 1976 edition. However, Applicant believes that the scope of claims 8 and 18 as written is clear and that the term “automatic” is not being used contrary to its ordinary meaning.

Applicant respectfully traverses the Examiner’s rejection of Claims 3, 4, 7, 8, 13, 14, 17, 18, 21, and 22 under 35 U.S.C. § 112, second paragraph, as being indefinite, and asserts that the claims are in condition for allowance.

Claims 1-22 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Solomon in view of an article by Farrell. Applicant respectfully traverses the Examiner’s rejection of claims 1-22 and requests reconsideration. To establish *prima facie* obviousness for a claimed invention, all claim limitations must be taught or suggested by the prior art. *In re Roy*, 490 F.2d 981, 180 U.S.P.Q. 580 (C.P.A. 1974). The Solomon disclosure describes the use of intelligent negotiation agents (INAs) operating in the context of buyer and seller interactions. [Paragraphs 268 and 269] However, the Solomon disclosure contemplates the use of software agents such as INAs in buyer-side bidding systems consisting of at least two sellers. [Paragraphs 24, 31, 32, 208, 213, 214, 270, 383] The Solomon disclosure utilizes commercial search agents (CSAs) to access showcase databases that are comprised of real-time streaming data from industry participants. The present invention does not limit mobile agents to access showcase databases, but allows the mobile agents to directly obtain information from a vendor by transmitting a mobile agent with a media availability query to a potential vendor. [Claims 1, 11,

and 20]. Additionally, the present subject matter includes a first mobile agent used for transmitting a media availability query to a potential vendor, and a second mobile agent for transmitting a media buy confirmation to the potential vendor.

Furthermore, these operations take place in a context of a client-agent-vendor scenario. Applicant has amended claim 1 to include the generation of a client buy order, which is not disclosed by either the Solomon or Farrell references.

The Farrell reference discusses electronic commerce applications that enable a media consumer to directly purchase media consumables. The present invention contemplates the retention of an agent middleman that negotiates a client buy order and then uses the present invention to obtain the media consumables in the client buy order. The Farrell reference does not disclose the use of electronic agents to streamline the client-agent-vendor business model. [Claims 1, 11, and 20]

Applicant has amended claim 1 to include the element of creating a client job order to clarify the three-party relationship of the present invention. Claim 11 has been amended to include the element of using one or more pre-selected vendor(s). The Solomon and Farrell references do not disclose the element of using pre-selected vendor(s), while the present invention allows for the selection of one or more single pre-selected vendor to be queried for available services. Claim 20 has been amended to include the use of a mobile agent to return an ad run confirmation and to process a mobile agent to create a post-log entry and, in response, create a discrepancy notification. The Solomon and Farrell references do not disclose the use of mobile agents to create a discrepancy notification as claimed in the present invention.

Claims 1, 11, and 20 are not obvious over Solomon in view of Farrell, and claims 2-10, 12-19, 21-22, and new claims 23-26, as including additional limitations above claims 1, 11, and 20, are accordingly not obvious. Obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention when there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. *ACS Hospital Systems, Inc. v. Montefiore Hospital*, 732 F.2d 1572, 1577, 2221 U.S.P.Q. 929, 933 (C.A.F.C. 1984). Applicant

respectfully asserts that one of ordinary skill in the art would not be motivated to combine the two references based on the knowledge generally available. The references themselves do not contain any teaching, suggestion, or motivation to combine or modify their teachings. The Solomon reference, particularly, contains a list of services in Fig. 92 that may be served by a multi-agent system. This otherwise exhaustive list does not mention multi-agent systems being used in the context of media resource procurement. Because the combination of references cited by the Examiner does not teach all of the claim elements claimed by Applicant, and because there is no motivation to combine the two references, Applicant respectfully requests that claims 1-26 be allowed.

Claims 1-22 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Peckover, U.S. Patent No. 6,119,101 in view of an article by Farrell. To establish *prima facie* obviousness for a claimed invention, all claim limitations must be taught or suggested by the prior art. *In re Roy*, 490 F.2d 981, 180 U.S.P.Q. 580 (C.P.A. 1974).

The claimed subject matter includes the creation of a second mobile agent representing a media buy confirmation and the transmission of the second mobile agent to a potential vendor. [Claims 1, 11, and 20]

Peckover contemplates a system for enabling the collection of market information, especially data needed to quantify various kinds of consumer demand, while protecting the particular identity and privacy of consumers. [Col. 14, lines 15-18] However, the Peckover reference does not appear to contemplate the use of mobile agents to transmit media buy confirmations as in the claimed subject matter.

The Farrell reference discloses the purchase of media and advertising products via online computer systems, but does not disclose the use of mobile agents.

Applicant has amended claim 1 to include the generation of a client buy order, which is not disclosed by either the Peckover or Farrell references. Claim 11 and the associated dependent claims 12 and 13 have been amended to include the element of using one or more pre-selected vendor(s). The Peckover and Farrell references do not disclose the element of using one or more pre-selected vendor(s), while the present invention allows for the selection of a one or

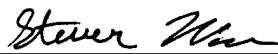
more vendor(s) to be queried for available services. Claim 20 has been amended to include the use of a mobile agent to return an ad run confirmation and to process a mobile agent to create a post-log entry and, in response, create a discrepancy notification. The Peckover and Farrell references do not disclose the use of mobile agents to create a discrepancy notification as claimed in the present invention.

Furthermore, Applicant respectfully asserts that one of ordinary skill in the art would not be motivated to combine the two references based on the knowledge generally available. The references themselves do not contain any teaching, suggestion, or motivation to combine or modify their teachings. Because the combination of the Peckover and the Farrell references does not disclose every element claimed in claims 1-22, and because the references contain no motivation to combine their teachings, Applicant respectfully traverses the Examiner's rejection of claims 1-22 as obvious over Peckover in view of Farrell and requests reconsideration of claims 1-22.

Applicant believes that all claims are in condition for examination and allowance. Should the Examiner have any questions or comments regarding this communication, he may contact the Applicant's representative at the number below.

Respectfully submitted,

Date: September 2, 2003



Steven M. War
Registration No. 48,024

FULBRIGHT & JAWORSKI L.L.P.
Market Square Building
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2623
Telephone: (202) 662-0200